ANNUAL INDEX, VOL. 49, 1994

ARTICLES

ADR and the Minnesota New	vs Council on
Libel. By Dennis Hale.	2:77-81
ADR at the Crossroads.	
By S. Gale Dick.	1:47-60
ADR Helps Resolve Labor Co	onflicts in the New
Hungary. By Cory R. Fir	
ADR Relieves Pain of Health	
By James W. Reeves.	3:14-21
Arbitration Advances in So	
By Lee Soonwoo.	2:21
Arbitration and the Doctrine	of Manifest Dis-
regard. By Marta B. Van	
Arbitration and U.S. Foreign	Relations
By Conrad K. Harper.	
Arbitration Finality and the	
Exception. By Bernard F.	
Satephon. by berimid 1.	3:22-28, 87-92
Arbitration Improves the Just	
By Braswell D. Deen Jr.	
Arbitration in Ancient Greece	
King Jr. and Marc A. Le	
	3:38-46
The Art of Being A Good Ad	
By Calvin William Shar	
Bringing the Parties Apart. I	
Douglas and Lynn J. M	
Checklist for Successful Medi	
By Jerry Spolter.	1:26-30
Commercial Arbitration in O	lde England (602-
1698). By Douglas Hurt	
Construction Dispute Preven	
By Keith W. Hunter and	
Hoenig.	4:53-54
Construction Mediation: Prep	paring and Present-
ing the Case By Timothy	v S. Fisher.
3	1:8-16
DART is Aimed at Construc	tion Bullseye.
By Ted Pons.	4:51-53
Dial 'M' for Mediation	

By Ted Pons.	4:51-53
Dial 'M' for Mediation.	
By Daniel Yamshon.	1:32-35
Drug Testing at a Labor Arbitration	: Friend
or Foe? By Stephen M. Crow a	and

Lillian Y. Fok. Enforcing Arbitration Awards. By Joseph Colagiovanni and Thomas W. Hartmann. 4:14-18

The Future of the Workplace Dispute Resolver. By Tia Schneider Denenberg and R.V

Higher Education: Fertile Ground for ADR. By Donna Bialik, David A. Dilts and Hedayeh Samavati. 1:61-66 Intellectual Property Disputes: Arbitrating the

Creative. By Bryan Niblett. International Arbitration Under U.S. Law and AAA Rules. By Michael F. Hoellering 4:25-36

International Commercial Arbitration: The Corporate Counsel's View. By Paul E. Mason.

All information is cited according to the number corresponding to the month of issue (1 for March, 2 for June, 3 for September, 4 for January), followed by the page numbers.

Is ADR the Rx for Malpractice?	
By Armand Leone Jr.	3:7-13
Making the Most of Court-Ordered M	ediation.
By Robert G. Boomer.	1:17-22
Managing International Commercial	
Arbitration: The Institution's Role.	By
Michael F. Hoellering.	2:12-18
Managing Mediation: Facilitating the	
Case. By Neil Carmichael.	1:36-37
Mediation Brings Peace to Community	
By Dorissa Bolinski.	1:46, 78
Mediation From A to Z.	1.10, 70
By Robert A. Berlin.	1:31
Mediation in Native America.	1.01
By Robert D. Garrett.	1:38-45
Mediation Prospers in China.	1.30-43
By Lemoine D. Pierce.	2:19-21
The NAA: Looking for a Few Good A	
By James J. Sherman.	4:82
NAFTA: Resolving International Pays	
Conflicts. By Robert H. Davis.	3:76-86
No Smoking! The Arbitration of Smok	ang
Restriction Policies. By Donald J.	
Petersen.	4:44-50
Obtaining Arbitral Awards Under the	Inter-
American Convention. BY Neil E.	
McDonell.	4:19-24
Play Ball: Baseball Arbitration After 2	
By John L. Fizel.	2:42-47
Practical Guidelines for Lawyers Repri	esenting
Clients in Arbitration Proceedings	
By Helen B. Culiner.	3:48-52
The Pros and Cons of Administered A	
By James K. Hoenig.	2:59-63
Pssst, Please Keep It Confidential: Ar	
Makes It Possible. By Philip Roth	man.
	3:69-72
The Role of Party-Appointed Arbitrate	
Sunkist Case. By John P. McMal	
	3:66-68
Selecting the Right Mediator.	
By Arthur A. Chaykin.	3:58-65
Self-Interest: Arbitration's 'Unmention	
Consideration? By Richard Mitter	
consideration. By Identificationics	1:70-72
Settling the Entrenched Case Through	
Mediation Process. By James D.	
Allements I rocess. by James D. 1	1:23-25
Standards of Conduct for Mediators:	4:78-8
Substance Abuse Off-Duty.	1.70-0
By Helen Elkiss.	1:79-82
DV TRICH EIKISS.	1:/7-0

by James J. Sherman.	4.02
NAFTA: Resolving International Paym	ent
Conflicts. By Robert H. Davis.	3:76-86
No Smoking! The Arbitration of Smoking	ng
Restriction Policies. By Donald J.	
Petersen.	4:44-50
Obtaining Arbitral Awards Under the	Inter-
American Convention. BY Neil E.	
McDonell.	4:19-24
Play Ball: Baseball Arbitration After 20	Years.
By John L. Fizel.	2:42-47
Practical Guidelines for Lawyers Repres	senting
Clients in Arbitration Proceedings T	Today.
By Helen B. Culiner.	3:48-52
The Pros and Cons of Administered Ar	bitration.
By James K. Hoenig.	2:59-63
Pssst, Please Keep It Confidential: Arbi	itration
Makes It Possible. By Philip Rothr	nan.
	3:69-72
The Role of Party-Appointed Arbitrator	rs—The
Sunkist Case. By John P. McMahe	on.
	3:66-68
Selecting the Right Mediator.	
By Arthur A. Chaykin.	3:58-65
Self-Interest: Arbitration's 'Unmention	able'
Consideration? By Richard Mitten	thal.
	1:70-72
Settling the Entrenched Case Through	the
Mediation Process. By James D. K	
	1:23-25
Standards of Conduct for Mediators.	4:78-81
Substance Abuse Off-Duty.	
By Helen Elkiss.	1:79-87
Survey of Major Companies Using AD	R to
Settle Employment Disputes.	
By E. Patrick McDermott.	4:8-13
Survival Kit for Complex Construction	
Arbitration in the 1990s.	
By James J. Myers.	3:53-57
Technology and Mediation.	
By Robert J. Louden.	2:88
Today's School Days: Readin' Writin'	& ADR.
D. Ci. J. F.	

Survey of Major Companies Using ADI	R to
Settle Employment Disputes.	
By E. Patrick McDermott.	4:8-13
Survival Kit for Complex Construction	
Arbitration in the 1990s.	
By James J. Myers.	3:53-57
Technology and Mediation.	
By Robert I. Louden.	2.88

& ADR. By Cindy Fazzi. Using Non-Binding Mediation to Strengthen the Justice System. By William J. 4:55-56, 59

Workforce Diversity: A Continuing Challenge for ADR. By Lamont E. Stallworth and Martin H. Malin. 2:27-41 World Trade: To Arbitrate or Mediate-That is the Question. By Michael F. Hoellering.

1:67-69 Writing Agreements in Plain Language. By David C. Elliott. 1:73-78

COURT DECISIONS

BANKRUPTCY

In re Thames River Associates Limited Partnership, 3:99

CHARTER AGREEMENT

Blue Sympathy Shipping Company Ltd. v. Serviocean International, S.A., 4:88-89

COMMERCIAL

Gammaro v. Thorp Consumer Discount Company, 1:89-90 In re Kern, 3:98 Jankelson v. Lynn Construction, Inc., 1:89 Mausbach v. Lemke, 3:100 Mazur v. Quarters Designs, Inc., 2:90 Quality Court Condominium Association v. Quality Hill Development Corp., 4:89

CONSTRUCTION

Abe Engineering Inc. v. Travelers Indemnity Company, 1:89 Brookfield-North Riverside Water Commission v. Abbott Contractors, Inc., 2:89 Commercial Union Insurance Company v. Gilbane Building Company, 2:91-92 Glenn H. Johnson Construction Co. v. Board of Education, Community Consolidated School District No. 15, 1:90

Tretina Printing, Inc. v. Fitzpatrick &

EMPLOYMENT

Associates, 4:89

Block v. Art Iron Inc., 4:88 Heurtebise v. Reliable Business Computers, Inc., 4:87 Nghiem v. NEC Electronic, Inc., 4:86-87

IMMUNITY

Wagshal v. Foster, 4:86

INSURANCE

USAA Property and Casualty Company v. Brady, 3:99-100

Carte Blanche (Singapore) Pte., Ltd. v.

INTERNATIONAL

Diners Club International Inc., 1:92 Colchoneria Jiron, S.A. v. Blumenthal Print Works, Inc., 2:90-91 Matter of Arbitration Between United States Lines, Inc. v. Liverpool and London Steamship Protection and Indemnity Association, Ltd., 2:89-90

Mitsubishi Corporation of Tokyo v. Guinomar Conakry, 1:91

Technetronics Inc. v. Leybold-Geaeus GmbH, 1:92

LABOR

Carr v. Transgas, Inc., 3:98-99 Exxon Shipping Company v. Exxon Seamen's Union, 3:97 Miuccio v. Fashion Institute of Technology,

Oil, Chemical & Atomic Workers' International Union v. Shell Oil Company, 2:91

MEDICAL MALPRACTICE

Moore v. Conliffe, 2:92

ANNUAL INDEX, VOL. 49, 1994

ARTICLES

ADR and the Minnesota New	os Council on
Libel. By Dennis Hale.	2:77-81
ADR at the Crossroads.	
By S. Gale Dick.	1:47-60
ADR Helps Resolve Labor Co	onflicts in the New
Hungary. By Cory R. Fir	
ADR Relieves Pain of Health	
By James W. Reeves.	3:14-21
Arbitration Advances in So	
By Lee Soonwoo.	2:21
Arbitration and the Doctrine	of Manifest Dis-
regard. By Marta B. Van	
Arbitration and U.S. Foreign	Relations
By Conrad K. Harper.	
Arbitration Finality and the	
Exception. By Bernard F.	
Satephon. by berimid 1.	3:22-28, 87-92
Arbitration Improves the Just	
By Braswell D. Deen Jr.	
Arbitration in Ancient Greece	
King Jr. and Marc A. Le	
	3:38-46
The Art of Being A Good Ad	
By Calvin William Shar	
Bringing the Parties Apart. I	
Douglas and Lynn J. M	
Checklist for Successful Medi	
By Jerry Spolter.	1:26-30
Commercial Arbitration in O	lde England (602-
1698). By Douglas Hurt	
Construction Dispute Preven	
By Keith W. Hunter and	
Hoenig.	4:53-54
Construction Mediation: Prep	paring and Present-
ing the Case By Timothy	v S. Fisher.
3	1:8-16
DART is Aimed at Construc	tion Bullseye.
By Ted Pons.	4:51-53
Dial 'M' for Mediation	

By Ted Pons.	4:51-53
Dial 'M' for Mediation.	
By Daniel Yamshon.	1:32-35
Drug Testing at a Labor Arbitration	: Friend
or Foe? By Stephen M. Crow a	and

Lillian Y. Fok. Enforcing Arbitration Awards. By Joseph Colagiovanni and Thomas W. Hartmann. 4:14-18

The Future of the Workplace Dispute Resolver. By Tia Schneider Denenberg and R.V

Higher Education: Fertile Ground for ADR. By Donna Bialik, David A. Dilts and Hedayeh Samavati. 1:61-66 Intellectual Property Disputes: Arbitrating the

Creative. By Bryan Niblett. International Arbitration Under U.S. Law and AAA Rules. By Michael F. Hoellering 4:25-36

International Commercial Arbitration: The Corporate Counsel's View. By Paul E. Mason.

All information is cited according to the number corresponding to the month of issue (1 for March, 2 for June, 3 for September, 4 for January), followed by the page numbers.

Is ADR the Rx for Malpractice?	
By Armand Leone Jr.	3:7-13
Making the Most of Court-Ordered M	ediation.
By Robert G. Boomer.	1:17-22
Managing International Commercial	
Arbitration: The Institution's Role.	By
Michael F. Hoellering.	2:12-18
Managing Mediation: Facilitating the	
Case. By Neil Carmichael.	1:36-37
Mediation Brings Peace to Community	
By Dorissa Bolinski.	1:46, 78
Mediation From A to Z.	1.10, 70
By Robert A. Berlin.	1:31
Mediation in Native America.	1.01
By Robert D. Garrett.	1:38-45
Mediation Prospers in China.	1.30-43
By Lemoine D. Pierce.	2:19-21
The NAA: Looking for a Few Good A	
By James J. Sherman.	4:82
NAFTA: Resolving International Pays	
Conflicts. By Robert H. Davis.	3:76-86
No Smoking! The Arbitration of Smok	ang
Restriction Policies. By Donald J.	
Petersen.	4:44-50
Obtaining Arbitral Awards Under the	Inter-
American Convention. BY Neil E.	
McDonell.	4:19-24
Play Ball: Baseball Arbitration After 2	
By John L. Fizel.	2:42-47
Practical Guidelines for Lawyers Repri	esenting
Clients in Arbitration Proceedings	
By Helen B. Culiner.	3:48-52
The Pros and Cons of Administered A	
By James K. Hoenig.	2:59-63
Pssst, Please Keep It Confidential: Ar	
Makes It Possible. By Philip Roth	man.
	3:69-72
The Role of Party-Appointed Arbitrate	
Sunkist Case. By John P. McMal	
	3:66-68
Selecting the Right Mediator.	
By Arthur A. Chaykin.	3:58-65
Self-Interest: Arbitration's 'Unmention	
Consideration? By Richard Mitter	
consideration. By Identificationics	1:70-72
Settling the Entrenched Case Through	
Mediation Process. By James D.	
Allements I rocess. by James D. 1	1:23-25
Standards of Conduct for Mediators:	4:78-8
Substance Abuse Off-Duty.	1.70-0
By Helen Elkiss.	1:79-82
DV TRICH EIKISS.	1:/7-0

by James J. Sherman.	4.02
NAFTA: Resolving International Paym	ent
Conflicts. By Robert H. Davis.	3:76-86
No Smoking! The Arbitration of Smoking	ng
Restriction Policies. By Donald J.	
Petersen.	4:44-50
Obtaining Arbitral Awards Under the	Inter-
American Convention. BY Neil E.	
McDonell.	4:19-24
Play Ball: Baseball Arbitration After 20	Years.
By John L. Fizel.	2:42-47
Practical Guidelines for Lawyers Repres	senting
Clients in Arbitration Proceedings T	Today.
By Helen B. Culiner.	3:48-52
The Pros and Cons of Administered Ar	bitration.
By James K. Hoenig.	2:59-63
Pssst, Please Keep It Confidential: Arbi	itration
Makes It Possible. By Philip Rothr	nan.
	3:69-72
The Role of Party-Appointed Arbitrator	rs—The
Sunkist Case. By John P. McMahe	on.
	3:66-68
Selecting the Right Mediator.	
By Arthur A. Chaykin.	3:58-65
Self-Interest: Arbitration's 'Unmention	able'
Consideration? By Richard Mitten	thal.
	1:70-72
Settling the Entrenched Case Through	the
Mediation Process. By James D. K	
	1:23-25
Standards of Conduct for Mediators.	4:78-81
Substance Abuse Off-Duty.	
By Helen Elkiss.	1:79-87
Survey of Major Companies Using AD	R to
Settle Employment Disputes.	
By E. Patrick McDermott.	4:8-13
Survival Kit for Complex Construction	
Arbitration in the 1990s.	
By James J. Myers.	3:53-57
Technology and Mediation.	
By Robert J. Louden.	2:88
Today's School Days: Readin' Writin'	& ADR.
D. Ci. J. F.	

Survey of Major Companies Using ADI	R to
Settle Employment Disputes.	
By E. Patrick McDermott.	4:8-13
Survival Kit for Complex Construction	
Arbitration in the 1990s.	
By James J. Myers.	3:53-57
Technology and Mediation.	
By Robert I. Louden.	2.88

& ADR. By Cindy Fazzi. Using Non-Binding Mediation to Strengthen the Justice System. By William J. 4:55-56, 59

Workforce Diversity: A Continuing Challenge for ADR. By Lamont E. Stallworth and Martin H. Malin. 2:27-41 World Trade: To Arbitrate or Mediate-That is the Question. By Michael F. Hoellering.

1:67-69 Writing Agreements in Plain Language. By David C. Elliott. 1:73-78

COURT DECISIONS

BANKRUPTCY

In re Thames River Associates Limited Partnership, 3:99

CHARTER AGREEMENT

Blue Sympathy Shipping Company Ltd. v. Serviocean International, S.A., 4:88-89

COMMERCIAL

Gammaro v. Thorp Consumer Discount Company, 1:89-90 In re Kern, 3:98 Jankelson v. Lynn Construction, Inc., 1:89 Mausbach v. Lemke, 3:100 Mazur v. Quarters Designs, Inc., 2:90 Quality Court Condominium Association v. Quality Hill Development Corp., 4:89

CONSTRUCTION

Abe Engineering Inc. v. Travelers Indemnity Company, 1:89 Brookfield-North Riverside Water Commission v. Abbott Contractors, Inc., 2:89 Commercial Union Insurance Company v. Gilbane Building Company, 2:91-92 Glenn H. Johnson Construction Co. v. Board of Education, Community Consolidated School District No. 15, 1:90

Tretina Printing, Inc. v. Fitzpatrick &

EMPLOYMENT

Associates, 4:89

Block v. Art Iron Inc., 4:88 Heurtebise v. Reliable Business Computers, Inc., 4:87 Nghiem v. NEC Electronic, Inc., 4:86-87

IMMUNITY

Wagshal v. Foster, 4:86

INSURANCE

USAA Property and Casualty Company v. Brady, 3:99-100

Carte Blanche (Singapore) Pte., Ltd. v.

INTERNATIONAL

Diners Club International Inc., 1:92 Colchoneria Jiron, S.A. v. Blumenthal Print Works, Inc., 2:90-91 Matter of Arbitration Between United States Lines, Inc. v. Liverpool and London Steamship Protection and Indemnity Association, Ltd., 2:89-90

Mitsubishi Corporation of Tokyo v. Guinomar Conakry, 1:91

Technetronics Inc. v. Leybold-Geaeus GmbH, 1:92

LABOR

Carr v. Transgas, Inc., 3:98-99 Exxon Shipping Company v. Exxon Seamen's Union, 3:97 Miuccio v. Fashion Institute of Technology,

Oil, Chemical & Atomic Workers' International Union v. Shell Oil Company, 2:91

MEDICAL MALPRACTICE

Moore v. Conliffe, 2:92

SECURITIES

Lee v. Smith Barney, Harris Upham & Co., 1:91-92 Mastrobuono v. Shearson Lehman Hutton,

Inc., 4:87-88

Mian v. Donaldson, Lufkin & Jenrette Securities Corporation, 2:89 PaineWebber Inc. v. Fowler, 1:90-91 Schmitz v. Zilveti, 2:92

Wylie v. Investment Management and Research Inc., 3:100

Zink v. Merrill Lynch Pierce Fenner & Smith, Inc., 3:97

SUBJECTS

AAA Administered Arbitration, 2:60-61 AAA Health Care Procedures, 3:17 AAA Rules, 3:69-70; 4:25-36 AAA Standards of Conduct, 4:78-81 ABA Section of Dispute Resolution, 1:48 Academic Abstention, 1:61 Adams, Joellene, 1:46, 78 Administered Arbitration ADR Act of 1990, 1:48 ADR in Hungary, 4:74-77 ADR in Schools, 3:73-75 ADR Survey, 4:8-13 Advocates, 4:60-63 Advocate Guidelines, 3:48 Akwasasne, 1:46, 78 Alternative Dispute Resolution (N.J.), 3:4 American Bar Association (standards of conduct agreement), 4:78-81 The Americans with Disabilities Act, 1:4 Arbitrability, 2:23-24; 4:26-27 Arbitration, 2:48-58; 4:57-59 (Awards), 4:14-18; 4:19-24 (Baseball), 2:42-47 (China), 3:46 (Confidentiality), 3:69-72 (English historical), 4:68-73 (Greece), 3:38-46 (Guidelines for advocates), 3:48-52 (Intellectual property), 4:64-67 (International), 4:25-36 (Labor), 3:22-28, 87-92; 4:37-43 (Malpractice), 3:7-13 (Smoking policies), 4:44-50 (South Korea), 2:21 (Speed), 2:88 Arbitration Act of 1698, 4:72 Arbitration Agreements (international),

Awards, 4:34 Baird, Zoe, 3:6 Bank of America, 1:55-56 Baseball Arbitration, 2:42-47 Briefs (effective writing), 4:69

Arbitrator Conduct, 3:66-67

Arbitrators, 3:56; 4:29-30; 4:82 Arbitrator Selection, 2:60-62

4:25-36

ARCH, 3:14

California, 3:48-54 Catastrophic Response Program, 1:48 Caucuses, 1:14 China, 2:19-21; 3:46 Choice of Arbitrators, 2:26 Choice of Forum (international), 3:76-80 Choice of Law (international), 3:76-77; 4:27-28 Code of Ethics (AAA), 3:67-68; 3:69-70

Arbitration Clause, 2:24-25; 3:49-50 Arbitration and Manifest Disregard, 2:64-76

Code of Professional Responsibility for Arbitrators of Labor-Management Disputes, 1:70 Collecting on an Award, 4:17

Collective Bargaining Agreement, 3:22-28, 87-92

Commercial Arbitration (international). 4:25-36

Complex Case (mediation), 1:36-37 Confidentiality, 3:34; 3:69-72 Consolidation, 4:32-33 Construction ADR, 4:51-53, 53-54 Construction Arbitration, 3:53-57 Construction Mediation, 1:8-16 Court Backlog, Congestion, 4:59 Court Ordered Mediation, 1:17-22

Court-Sponsored Arbitration (English historical), 4:69-73

Damages (construction), 1:12-13 DART, 4:51-53 Daugherty, Carroll R., 4:37 Delaware ADR, 2:4 Disclosure (by an arbitrator), 1:77; 3:35 Dispositive Motions, 4:33 Dispute Review Boards, 1:69 Diversity-Related Disputes, 2:27-41 Doctrine of Academic Freedom, 1:61-66 DPIC Companies, Inc., 4:53-54 Drafting ADR Agreements, 1:73-78 Drug Testing, 4:37-43 Dunlop Commission, 3:3

Electronic Media (effect on ADR), 1:32-35 E-Mail. 1:5 Employee Rights (substance abuse), 1:79-87 Employment Disputes, 4:8-13 Empowerment, 2:49 Enforcement of Arbitral Awards, 2:64-76; 3:81-82; 4:14-18; 4:19-24; 4:34-35 Enterprise Liability, 3:7-13 Ethical Standards—Mediation, 3:4 Evidence, 3:56

Federal Arbitration Act, 4:14-18 Federal Labor Policy, 3:22-23 The Federal Mediation and Conciliation Service, 1:6,72 Final-Offer Arbitration, 2:43-44

Greece, 3:38-46

Iraq, 2:9-10

Health Care ADR, 3:7-13, 14-21 Hearings, 3:57 Hearing (ancient Greece), 3:43-44 Heathrow Arbitration, 2:8-9 Higher Education, 1:61-66

IBM v. Fujitsu, 2:23 Immunity, 3:34 Intellectual Property, 2:6; 4:64-67 Inter-American Convention, 4:19-24 Interim Measures, 4:31-32 Interlocutory Relief (intellectual property), International Arbitration Rules (AAA), 2:13: 4:25-36

International Commercial Disputes, 1:67-69; 2:12-18, 22-26; 3:76-86 International Law (ancient), 3:40-42 Iran, 2:10-11

Joint Conciliation, 1:68-69 Judicial Review, 2:64-76; 3:50-52 Jurisdiction (international), 3:81-82 Kaiser Permanente, 3:12

Manifest Disregard, 2:64-76

Labor Arbitration, 3:22-28, 87-92; 4:37-43 Language (of ADR agreements), 1:73-78 Large, Complex Case (construction), 3:54 Libel, 2:77-81 Litigation, 3:61-62 Lowell, Mass., 2:5

MEDALOA, 1:4 Mediation, 1:68; 2:88; 3:6 (China), 2:19-21 (Complex Case), 1:36-37 (Construction), 1:8-16 (Court Ordered), 1:17-22 (Divorce), 3:29-37 (Entrenched Case), 1:23-25 (Ethical Standards) 3:4; 4:78-81 (Higher Education), 1:61-66 (Labor), 3:29-37 (Native American), 1:38-45 (Non-Binding), 4:55-56, 59 Mediation Checklist, 1:26-30 Mediator Qualifications, 3:32; 4:78-81 Mediator Selection, 1:27-28; 3:58-65 Medical Malpractice, 2:3; 3:7-13 Milonas Commission, 3:29 Minnesota, 1:5; 2:81 Minnesota News Council, 2:77-81 Mitigating Defense, 2:27-41 Modifying Awards, 4:16-17

NAA, 4:82 NAFTA, 3:76-86 National Performance Review, 1:48 Native Americans, 1:38-45 "Needs-Based" Negotiations, 1:13 Neutrality (of arbitrators), 1:77 Neutral Selection, 2:60-62 New Jersey, 3:4 New York, 2:4 New York Attorney-Client Disputes, 1:5 New York Convention, 2:26, 64-76 1991 Executive Order, 1:48 Non-Binding Arbitration, 3:52

October Conference, 4:75-77

Partnering, 4:52 Party-Appointed Arbitrators, 3:66-68 Peloponnesian Wars, 3:44-45 Permanent Court of Arbitration, 2:10-11 Position Bargaining, 3:59-60 Prehearing Conferences, 4:28-29 Private Arbitration, 2:62-63 Public Policy, 3:22-28, 87-92; (intellectual property), 4:66

Remedies, 4:33-34

Salary Negotiations (baseball), 2:42-43 Saudi Arabia, 2:26 Scheduling, 3:55 Schools (ADR courses), 3:73-75 Self-Interest, 1:70-72 Settlement (authority), 1:18-21 Seven Tests, 4:37 Sexual misconduct, 2:27-41 Sken Nen Kowa Peacemaking Center, 1:46, 78 Smoking, 4:44-50 South Korea, 2:21 SPIDR, 4:78-81 St. Louis Health Care Claims Committee, 3:14 Substance Abuse, 1:79-87; 4:37-43 Sunkist Soft Drinks, Inc. v. Sunkist Growers, Inc., 3:66-68

Survey (construction), 4:51-53

Unfair Treatment, 2:27-41 Uniform Arbitration Act, 4:14-18 United Nations Compensation Commission (UNCC), 2:9-10 United Nations Convention on the Recognition and Enforcement of Foreign

Wells, John Calhoun, 1:6, 72 White House, 1:3 Wilko v. Swan, 2:66 World Intellectual Property Organization (WIPO), 2:6, 12-18

Arbitral Awards, 2:12-18, 26, 64-76

AUTHORS

Ashe, Bernard F., 3:22-28, 87-92

Bialik, Donna, 1:61-66 Berlin, Robert A., 1:31 Bolinski, Dorissa, 1:46, 78 Boomer, Robert G., 1:17-22

World Trade, 1:67-69

Carmichael, Neil, 1:36-37 Chaykin, Arthur A., 3:58-65 Colagiovanni, Joseph, 4:14-18 Cousins, William J., 4:55-56, 59 Crow, Stephen M., 4:37-43 Culiner, Helen B., 3:48-52

Davis, Robert H., 3:76-86 Deen Jr., Braswell D., 4:57-59 Denenberg, R.V., 2:48-58 Denenberg, Tia Schneider, 2:48-58 Dick, S. Gale, 1:47-60 Dilts, David A., 1:61-66 Douglas, Joel M., 3:29-37

Elkiss, Helen, 1:79-87 Elliott, David C., 1:73-78

Fazzi, Cindy, 3:73-75 Fine, Cory R., 4:74-77 Fisher, Timothy S., 1:8-16 Fizel, John L., 2:42-47 Fok, Lillian Y., 4:37-43

Garrett, Robert D., 1:38-45

Hale, Dennis, 2:77-81 Harper, Conrad K., 2:8-11 Hartmann, Thomas W., 4:14-18 Hoellering, Michael F., 1:67-69; 2:12-18; 4:25-36 Hoenig, James K., 2:59-63; 4:53-54 Hunter, Keith W., 4:53-54

King, Henry T., 3:38-46 Knotter, James D., 1:23-25

LeForestier, Marc A., 3:38-46 Leone, Armand, Jr., 3:7-13 Louden, Robert J., 2:88

Maier, Lynn J., 3:29-37 Malin, Martin H., 2:27-41 Mason, Paul E., 2:22-26 McDermott, E. Patrick, 4:8-13 McDonell, Neil E., 4:19-24 McMahon, John P., 3:66-68 Mittenthal, Richard, 1:70-72 Myers, James J., 3:53-57 Niblett, Bryan, 4:64-67

Petersen, Donald J., 4:44-50 Pierce, Lemoine D., 2:19-21 Pons, Ted, 4:51-53

Reeves, James W., 3:14-21 Rothman, Philip, 3:69-72

Samavati, Hedayeh, 1:61-66 Sharpe, Calvin William, 4:60-63 Sherman, James J., 4:82 Soonwoo, Lee, 2:21 Spolter, Jerry, 1:26-30 Stallworth, Lamont E., 2:27-41

Varela, Marta B., 2:64-76

Yamshon, Daniel, 1:32-35 Yarn, Douglas Hurt, 4:68-73

REVIEWS

ADR IN AMERICA. Reviewed by Robert D. Raven. 2:82-83

ADR PRINCIPLES AND PRACTICE.
Reviewed by Ted E. Pons. 1:88
ALCOHOL AND DRUGS IN THE WORKPLACE. Reviewed by Cindy Fazzi. 2:86

THE AMERICAN ARBITRATION
ASSOCIATION INSURANCE ADR
MANUAL. Reviewed by John H.
Wilkinson.

Wilkinson. 2:84
ARBITRATION 1993: ARBITRATION AND
THE CHANGING WORLD OF WORK.
Reviewed by Cindy Fazzi. 3:94

BEYOND MACHIAVELLI, TOOLS FOR COPING WITH CONFLICT. Reviewed by Cindy Fazzi. 4:84 CHOICE OF LAW IN INTERNATIONAL

CHOICE OF LAW IN INTERNATIONAL COMMERCIAL ARBITRATION. Reviewed by Cindy Fazzi. 4:8 ENFORCING FOREIGN ARBITRAL

AWARDS AGAINST RUSSIAN ENTITIES.
Reviewed by Cindy Fazzi. 3:95
FEDERAL ARBITRATION LAW.
Reviewed by Carolyn M. Penna. 3:03

Reviewed by Carolyn M. Penna. 3:93 FINDING COMMON GROUND, A FIELD GUIDE TO MEDIATION. Reviewed by Cindy Fazzi. 3:94

GRIEVANCE MEDIATION: WHY AND HOW IT WORKS.
Reviewed by Cindy Fazzi. 3:99

A GUIDE TO DIVORCE MEDIATION: HOW TO REACH A FAIR, LEGAL SETTLEMENT AT A FRACTION OF THE COST.

Reviewed by Cindy Fazzi. 2:86 HONG KONG AND CHINA ARBITRATION CASES AND MATERIALS. Reviewed by David W. Rivkin. 3:96

JUDGE'S DESKBOOK ON COURT ADR.
Reviewed by Ted E. Pons. 1:88
MEDIATION: THE BOOK.
Reviewed by Cindy Fazzi. 3:95
NEGOTIATION TACTICS.

Reviewed by Ted E. Pons. 1:88
SETTLE IT OUT OF COURT: HOW TO
RESOLVE BUSINESS AND PERSONAL
DISPUTES USING MEDIATION,
ARBITRATION AND NEGOTIATION.

Reviewed by James K. Hoenig. 2:85 SEXUAL HARASSMENT IN THE WORK-PLACE: MANAGING CORPORATE POLICY. Reviewed by Cindy Fazzi. 4:85

Slate Testifies

(Continued from page 6)

can serve as a sounding board and a source of information.

"Simply put, it is my observation that the courts do not have an advocate, and I believe it not inappropriate for the responsible group of individuals which might consist of representatives from business, academe, philanthropic communities and public interest groups to meet periodically with the leadership of the judiciary . . . to discuss the process and the needs of both the judiciary and the public it serves," Slate said.

Slate also supported a recommendation by the committee that a National Commission on the Federal Courts—consisting of members of the judicial and other branches of government be created.

The services provided by the AAA to courts and other parties include maintaining a roster of top-caliber neutrals and administrative services, providing training programs for court administrators and clerks, federal and state judges, attorneys and others, and offering consulting services to courts in setting up ADR programs that direct cases to conciliation, mediation, early neutral evaluation, arbitration and other methods within the court system or through the AAA.

Other Findings

The committee proposed that several restrictions on access to federal courts for certain types of cases be enforced to relieve the overburdened court system in the long term, and that complainants should rely more on state courts and on administrative appeals at federal and state levels.

"Congress and the agencies concerned should take measures to broaden and strengthen the administrative hearing and review process for disputes assigned to agency jurisdiction, and to facilitate mediation and resolution of disputes at the agency level," according to the report.

